

TERMS AND CONDITIONS OF SALE

1. General

The following terms and conditions apply for all sales transactions of F. Krainer Fleisch- und Wurstwaren GmbH. General terms and conditions of business, terms and conditions of purchasing or forms of the customer are not binding for us. Even if we do not explicitly reject them, our Terms and Conditions of Sale take precedence over the customer's general terms and conditions of purchasing in the event of contradictions.

2. Prices

Our offers are subject to change. The price list valid at the time of order is decisive. The prices are exclusive of statutory VAT in Austria or, on submission of the relevant goods export documents, are net/net, and are based on the cost situation at the time of the offer. In the event of changes to the factors constituting the costs, we are entitled to adjust the prices. As a general rule, the sales price is ex works Wagna unless otherwise agreed in writing in individual cases or otherwise indicated on the price list.

3. Risk Transfer and Delivery Times

Risk will be transferred to the buyer at the latest with the delivery of the goods, but otherwise at the agreed time of handover or takeover respectively.

Compliance with the agreed delivery time applies subject to unforeseeable circumstances or those independent of the parties' will, for instance all cases of force majeure. These also include interference by public authorities and prohibitions at home and abroad, disruptions to operations, delay in transport and customs clearance, damage during transport, shortage of energy and raw materials, labour conflicts, etc. These obstacles given as examples entitle us to withdraw from the contract or to extend the delivery times, without the buyer being entitled to compensation or other claims as a result. Partial deliveries are permitted. In the event of a shortage of goods, despite an order confirmation at the time of the order, we reserve the right to divide up the deliveries pursuant to the volumes of goods available to us. Claims for compensation, in particular but not solely due to impossibility or delay in the delivery for which we are responsible are excluded in the event of slight negligence. Our liability pursuant to non-mandatory regulations in accordance with the product liability law in the respectively valid version is excluded where legally permissible.

4. Complaint and Warranty

The quality and quantity of the goods are to be checked immediately on receipt of the goods and the goods are to be stored and processed pursuant to the relevant regulations. The storage is to be done in accordance with the terms and conditions of storage printed on the packaging.

Justified complaints can only be recognised if they are filed immediately in writing after the receipt of the consignment, giving reasons. Goods forming the subject of a complaint are to be handled and stored properly. There will be no credit note for goods that are returned due to improper return, storage or expiry of the recommended use-by date. Returns may only be made with our prior consent. Returns that have not been agreed with us will not be accepted under any circumstances.

In the case of justified complaints, the replacement will be done after an agreed return delivery in an appropriate subsequent period at our discretion in the form of subsequent delivery or in the form of a credit note in the invoice value of the defective goods. The occurrence of defects, however, does not result in an entitlement to retain the purchase price or a part thereof.

Further claims, in particular warranty or compensation claims that in total exceed the invoice value of the goods forming the subject of the complaint are excluded if this is permissible under the law. For defects to goods that have not been caused by us, we are only liable to the customer if the pre-supplier or manufacturer is liable towards us. We are entitled, in the event of asserted warranty claims, to assign our claims against the pre-supplier to the recipient of the goods and are indemnified in such a case against any liability. In this case, the buyer waives the filing of recourse claims towards us.

5. Terms and Conditions of Payment

Unless otherwise determined, agreed or requested by us in writing, our prices are net prices that are to be paid promptly. In the event of arrears in payment, we are entitled to charge arrears interest of 12% p.a. and all costs of collection (in particular dunning and collection costs as well as costs of a credit protection association). The buyer is not entitled to retain payments or offset them against its own claims after the goods have been taken over.

If the buyer is in arrears with payment or if circumstances become known after the conclusion of the contract that place its creditworthiness in doubt, if it suspends its payment, or if the initiation of insolvency proceedings is envisaged or applied for, all receivables will become due immediately, irrespective of any agreed payment deadline.

At our choice, incoming payments will be used to repay the oldest liability or used pursuant to the payment reference. In the event of arrears in payment on the part of the buyer, we are entitled to only make outstanding deliveries in return for cash or advance payment or in return for security.

6. Retention of Title

Until complete payment, we reserve retention of title to the subject of purchase or to the proceeds from resale. As long as the buyer complies with its obligations towards us as agreed, it is entitled to dispose over our goods under retention of title in the ordinary course of business.

Claims of third parties to the goods or receivables under retention of title are to be notified to us immediately by the buyer. In the event of bankruptcy, we are entitled to a right of separation.

7. Place of Jurisdiction

For both parties, the sole place of jurisdiction is the materially responsible court at the place of our company's registered office. Austrian law applies with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws norms.

8. Final Provisions

If one of the aforementioned conditions is invalid for any reason, this will not affect the validity of the remaining provisions.